

Fill in this information to identify the case:

Debtor 1 Chiquilla Lucas

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the : Northern

District of Mississippi
(State)

Case number 20-12294-JDW

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: U.S. Bank Trust National Association, not in its individual capacity, but solely as Trustee of LSRMF MH Master Participation Trust II

Court claim no. (if known): 5

Last four digits of any number you use to identify the debtor's account: XXXXXX9684

Date of payment change:
Must be at least 21 days after date of this notice 11/1/2023

New total payment:
Principal, interest, and escrow, if any \$1,110.74

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☒ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ _____

New escrow payment: \$ _____

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate account?

☐ No

☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: 14.37500%

New interest rate: 14.87500%

Current principal and interest payment: \$ 833.97

New principal and interest payment: \$ 845.62

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1

Chiquilla Lucas

First Name Middle Name Last Name

Case number (if known) 20-12294-JDW

Part 4:

Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/Ciro A Mestres Date 09/28/2023
Signature

Print: Ciro A Mestres Title Authorized Agent for Creditor
First Name Middle Name Last Name

Company McCalla Raymer Leibert Pierce, LLC

Address 1544 Old Alabama Road
Number Street
Roswell GA 30076
City State ZIP Code

Contact phone 678-281-6516

Email Ciro.Mestres@mccalla.com

In Re:
Chiquilla Lucas

Bankruptcy Case No.: 20-12294-JDW
Chapter: 13
Judge: Jason D. Woodard

CERTIFICATE OF SERVICE

I, Ciro A Mestres, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Chiquilla Lucas
611 French Rd
Byhalia, MS 38611

Robert Hudson Lomenick, Jr. *(served via ECF at robert@northmsbankruptcy.com)*
P.O. Box 417
Holly Springs, MS 38635

Locke D. Barkley, Trustee *(served via ECF at sbeasley@barkley13.com)*
6360 I-55 North
Suite 140
Jackson, MS 39211

U.S. Trustee *(served via ECF Notification)*
501 East Court Street, Suite 6-430
Jackson, MS 39201

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 09/28/2023 By: /s/Ciro A Mestres
(date) Ciro A Mestres
Authorized Agent for Creditor



P.O. Box 111209 Nashville, TN 37222

Return Service Only - Please do not send mail to this address

RETURN SERVICE REQUESTED

LENDER LUSE
611 FRENCH RD
BYHALIA, MS 38611

Business Hours (Central Time)
8am-7pm Monday-Thursday, 8am-5pm
Friday, 9am-12pm Saturday, Operating
hours are Central Time
(800) 495-7166

Date: 09/05/2023

Loan Number: [REDACTED]

Property Address: 611 FRENCH RD
BYHALIA, MS 38611

Changes to Your Mortgage Interest and Payments on 10/01/2023

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 6 month period during which your interest rate remained the same. That period ends on 10/01/2023 and as a result, your interest rate may change on that date. After that, your interest rate may change every 6 month(s) for the rest of your loan term. Any changes in your interest rate may also change your mortgage payment.

	<i>Current Rate and Monthly Payment</i>	<i>New Rate and Monthly Payment</i>
Interest Rate	14.37500%	14.87500%
Principal	\$286.42	\$279.03
Interest	\$547.55	\$566.59
Escrow (Taxes & Insurance)	\$265.12	\$265.12
Total Monthly Payment	\$1,099.09	\$1,110.74 due 11/01/2023

Interest Rate: We calculated your interest rate on your adjustable rate mortgage (ARM) by taking a published "index rate" and adding a certain number of percentage points, called the "margin", and taking into consideration any applicable rounding and interest rate caps. Under your loan agreement, your index rate is 5.83577% and your margin is 9.09000%. The 6 MONTH REFINITIV CME TERM SOFR- 1ST BUSINESS DAY is published monthly in the REFINITIV LIMITED.

Rate Limit[s]: Your interest rate will never be greater than 19.54000% or less than 13.54000% over the life of the loan. Your interest rate can increase or decrease on any single change date by no more than 1.00000%.

New Interest Rate and Monthly Payment: The table above shows your new interest rate and new monthly payment. These amounts are based on the 6 MONTH REFINITIV CME TERM SOFR- 1ST BUSINESS DAY index as of now, your margin, any applicable rate limitations as stated above, your loan balance of \$45,708.28, and your remaining amortizing term of 90 months.

Prepayment Penalty: Not Applicable.

If You Anticipate Problems Making Your Payments:

- Contact Fay Servicing at (800) 495-7166 as soon as possible.
- If you seek an alternative to the upcoming changes to your interest rate and payment, the following options **may** be possible (most are subject to lender approval):
 - Refinance your loan with us or another lender;
 - Sell your home and use the proceeds to pay off your current loan;
 - Modify your loan terms with us;
 - Payment forbearance temporarily gives you more time to pay your monthly payment.
- If you would like contact information for counseling agencies or programs in your area, call the U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or visit <http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. If you would like contact information for a State housing finance agency, visit the U.S. Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov/mortgagehelp/>.

ACH Debit Borrowers: If you have previously authorized Fay Servicing, LLC, to automatically debit your bank account each month for the amount of your monthly payment of principal, interest, and escrow (if applicable), please note the amount of your next ACH debit will be changed (increase/decrease) to reflect the amount of your new monthly payment as reflected herein. Fay Servicing, LLC, is authorized to debit your bank account each month until you provide written or oral notice to stop. Termination request must be received by Fay Servicing, LLC, at least three (3) business days prior to your next scheduled debit.

IF YOU ARE IN BANKRUPTCY, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IF YOUR ACCOUNT WAS DISCHARGED IN BANKRUPTCY WITHOUT A REAFFIRMATION, YOUR SERVICER IS NOT ATTEMPTING TO COLLECT OR RECOVER THE DISCHARGED DEBT AS YOUR PERSONAL LIABILITY. INSTEAD, WE ARE PROVIDING THIS REQUIRED NOTICE THAT YOUR ADJUSTABLE RATE IS CHANGING.

AS A RESULT OF A BANKRUPTCY PROCEEDING, YOU MAY NOT BE PERSONALLY LIABLE FOR THE UNPAID PRINCIPAL BALANCE; HOWEVER, IF WE (AS BENEFICIARY OR BENEFICIARY'S AGENT) RETAIN A SECURITY LIEN ON THE REAL PROPERTY, IT IS SUBJECT TO FORECLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE LOCATED. IF YOU ARE NOT PERSONALLY LIABLE TO PAY THIS OBLIGATION BY REASON OF A BANKRUPTCY PROCEEDING, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT IT IS INTENDED FOR INFORMATIONAL PURPOSES. QUESTIONS REGARDING YOUR BANKRUPTCY SHOULD BE MADE DIRECTLY TO YOUR ATTORNEY OR THE COURT APPOINTED TRUSTEE.

Please see additional Disclosures enclosed.

DISCLOSURES

Federal law requires us to advise you that Fay Servicing, LLC (NMLS ID 88244) as the servicer of your loan, is responsible for collecting your payments; however, in some circumstances we may be acting as a debt collector, in those circumstances, this communication is from a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

IMPORTANT BANKRUPTCY NOTICE

Bankruptcy (if applicable) - To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the U.S. Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Fay Servicing, LLC retains rights under its security instrument, including the right to foreclose its lien.

NOTICE TO CUSTOMERS

To provide us with a Notice of Error about the servicing of your loan, or make a Request for Information about the servicing of your loan, please contact us at:

Fay Servicing, LLC
Attn: Customer Service Department
Attn: Customer Service Department c/o Registered Agent Solutions, Inc 3000 Professional Drive, Suite A
Springfield, IL 62703

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-7pm Monday-Thursday, 8am-5pm Friday, 9am-12pm Saturday, Operating hours are Central Time.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

HUD STATEMENT

Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD-approved housing counseling agencies by calling the HUD nationwide toll-free telephone number at (800) 569-4287.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission
Equal Credit Opportunity
600 Pennsylvania Avenue, NW
Washington, DC 20580
1-877-FTC-HELP (1-877-382-4357); TTD: 1-866-653-4261
www.ftc.gov

Servicemembers Civil Relief Act (SCRA) - If you or any other person on this mortgage is a servicemember or dependent of a servicemember, you may be entitled to certain protections under the Federal Servicemembers Civil Relief Act (50 U.S.C. Sec 501) regarding the servicemember's interest rate and the risk of foreclosure. Counseling for qualified individuals is available at agencies such as Military OneSource and Armed Forces Legal Assistance. To obtain information on counseling assistance, contact the OneSource Center, toll free, at (800)-342-9647 or visit their website: <http://legalassistance.law.af.mil/content/locator.php>.

PROPERTY INSPECTIONS

If your loan account is in default, in accordance with the terms of your Mortgage/Deed of Trust, Fay Servicing, LLC may inspect your property to determine that it is being maintained and occupied. As needed or required, Fay Servicing, LLC may secure the property. Securing the property may result in locks being added or changed in an effort to protect the property and may also include winterizing and/or mowing the property as necessary. Any fees for such an inspection and/or property services may be charged to your account.

Disputed Debts: If you are disputing the debt, or a portion of the debt, please note that this statement is for information and compliance purpose only. It is not an attempt to collect a debt against you.